

TERMS AND CONDITIONS

1. COVENANTS OF LESSOR: Lessor is owner of the equipment free of encumbrances, as long as Lessee shall not be in default. Lessee shall peacefully and quietly hold and possess the equipment during the term hereof.

2. DELIVERY, USE AND RETURN: Title to equipment shall at all times remain in Lessor. On delivery, Lessee agrees to execute and deliver to Lessor, Lessor's standard form of delivery and/or installation receipt, and if equipment is installed on lease premises, a waiver of Landlord's Lien in form supplied by Lessor. At expiration of the Lease, Lessee will return equipment to Lessor in good condition, reasonable wear and tear and depreciation from proper use excepted, properly prepared for shipment by common carrier at Lessee's expense, and shipped freight prepaid to Lessor, or such other point designated by Lessor but at no cost to Lessee in excess of shipment to Lessor's address. Lessee is responsible for loss of or damage to equipment from any cause. Lessee has chosen the specific equipment leased; no warranty or representation has been made by Lessor with respect to suitability or durability of the leased equipment for the purpose intended by Lessee. Lessor shall not be liable for loss or damage incurred as a result of delay, strike, storm, war emergency, labor trouble, belated receipt of material, the elements, casualty, acts of God, other circumstances beyond its control, faulty installation or operation. Lessor is not responsible for direct or consequential damage or loss resulting from installation, operation, or use of products or materials furnished by Lessor. If the equipment is covered by manufacturer's warranty, all Lessors' rights under the warranty are hereby assigned to Lessee, without recourse thereunder to Lessor. The Lessee is obligated to take any steps necessary to validate such warranty or the obligations of warrant or thereunder. Lessee, at its own expense, will install the equipment and throughout the rental period maintain same in good, efficient running order and condition and make all rental payments hereunder when due notwithstanding such equipment or any part thereof is for any reason not in such running order. Lessor's inscription of ownership may be placed on the equipment.

3. NON-ABATEMENT AND ASSIGNMENT: This Lease is irrevocable for the full term and Lessee's obligation to pay the aggregate rent for the full term shall not abate by reason of loss of or damage to equipment or termination of Lessee's possession or for any other reason. **Lessee shall not lease, sublease, transfer, assign or otherwise encumber or remove the equipment from the stipulated premises.** Lessor may assign rentals due under this lease and the assignee shall succeed to the rights of Lessor to rental payments and Lessee is precluded from asserting against any assignee of Lessor any defense, setoff, counterclaim, or action which Lessee may have or acquire against Lessor or any person or company installing or servicing equipment. On notification of such assignment all payments required hereunder shall be made directly to Lessor's assignee.

4. TAXES: Lessee agrees to pay any sales, use, personal property or other tax, assessment or charge levied or assessed on or with respect to the equipment or its use, value or ownership, whether during the term or thereafter if referable to the term (or, if Lessor elects to pay the same, promptly reimburse Lessor therefor), and to provide permits, bonds and licenses, if any, necessary for installation or operation. Lessee agrees to comply with any Governmental statute, ordinance or regulation in connection with the use of the equipment and does indemnify and save Lessor harmless against liability arising from breach of the same or of and from damage to or loss of equipment during the term, however occasioned, and against and from all claims, damages, suits and expenses by reason of injury to the person or property of any person whomsoever occurring from the use or operation of equipment during the term, providing Lessor shall be entitled to participate in any litigation arising in connection with the equipment through its own attorneys at its own expense.

5. DEFAULT: If Lessee should fail to pay any rental, tax or other sum herein provided when the same shall be due, or commit a breach of its obligations hereof, or if a receiver shall be appointed for Lessee or any proceeding by instituted by or against Lessee under the Bankruptcy Act (including a proceeding for reorganization or arrangement) or if Lessee should become financially embarrassed, Lessor at its option may by notice to Lessee declare the entire unpaid rental and all taxes and other sums payable by Lessee hereunder to be immediately due and payable, and in addition to and without prejudice to any other remedies, may without court order or other legal process, and without notice to Lessee enter upon Lessee's premises and repossess and move the equipment. Such repossession shall not constitute a termination of this lease unless Lessor shall notify Lessee, in writing, of such termination. Lessor at its option may (i) lease the repossessed equipment or any part thereof to any third party upon such terms and conditions as Lessor may determine, or (ii) sell the equipment, or any part thereof, to the highest bidder at public or private auction. The net proceeds of such leasing or sale, less Lessor's expenses incurred in connection therewith, including attorney's fees, shall be applied to the total unpaid rental and other sums payable by Lessee hereunder, and Lessee shall be obligated to pay Lessor any deficiency. If the amount due or obtained by Lessor or its assigns upon subsequent lease or sale of the property is less than the balance of unpaid rental and all other amounts due hereunder plus the expense incurred in repossessing, removing, repairing, storing and disposing of property, Lessee shall pay the amount of such deficiency. Lessee shall pay all costs and counsel fees incurred in collection, or attempting to collect, any sums owed under this lease or in securing possession of property and costs of reconditioning the property.

6. Lessee covenants it has good right and lawful authority to enter into this lease and in doing so violates no existing agreement of Lessee. Lessor's failure to insist in any instance upon strict performance by Lessee of any term, warranty, covenant or promise herein shall not be construed as a permanent waiver of such term, warranty, covenant or promise, or a waiver of any other of the same contained herein. No representation, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto other than those set forth herein. No modification, alteration, waiver or extension shall be binding on Lessor unless in writing executed by a duly authorized agent of Lessor at its business office. The terms hereof are binding upon the legal representatives and successors in interest of Lessee. Lessee may separately contract with the manufacturer for maintenance to insure compliance with Lessee's obligations under paragraph 5. If maintenance is specified under paragraph 3, Lessor will pay the manufacturer for the service in full and monthly rentals hereunder includes repayment of this sum; provided, however, Lessee expressly agrees that (a) no obligation (other than payment to the manufacturer) is imposed on Lessor nor is paragraph 5 modified by virtue hereof; and (b) rentals shall not abate in whole or in part nor shall any offset be asserted because of any default claimed under the maintenance contract.

7. Lessee agrees to defend Lessor, his heirs and assigns, from and to indemnify and save Lessor safe and harmless from any and all occurrences that may arise out of this transaction or from or by virtue of any of Lessor's equipment while said equipment is under lease to the Lessee or is in the possession actual or constructive, of the Lessee, including any claims or actions brought by any employees of the Lessee, their heirs, representatives, executors or assigns, it being the intent of this provision to absolve Lessor from any and all loss by reason of this transaction.

8. Unless otherwise agreed on the front of this contract, Lessee agrees to obtain insurance on the above equipment "for all risks of loss" through its insurance carrier and provide lessor with a certificate of insurance for such protection. Lessee further agrees to indemnify Lessor against any loss of equipment and all damage thereto incurred during the rental period from fire, theft, flood or any other cause, normal wear and tear excepted, and to pay Lessor for any and all damages to said equipment during the rental period.